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UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA

THEO ROFOLI,

Plaintiff,

v.

ZURICH AMERICAN INSURANCE
COMPANY; and DOES 1-20, inclusive,

Defendants.

Case No. 2:17-cv-00391-JAD-PAL

[Assigned to United States District Judge
Jennifer A. Dorsey]

**[PROPOSED] JOINT STIPULATION FOR
PROTECTIVE ORDER REGARDING
CONFIDENTIALITY OF DOCUMENTS
AND INFORMATION**

Complaint Filed: February 8, 2017
Trial Date: None Set

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13 Attorneys for Defendant
ZURICH AMERICAN INSURANCE COMPANY
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1 Plaintiff Theo Rofoli ("Plaintiff") and Defendant Zurich American Insurance Company
2 ("Defendant") (collectively, the "Parties"), stipulate and agree, through their respective attorneys of
3 record, to the entry of this Protective Order to protect the confidential status of protected information
4 during discovery in this litigation.

5 It appearing to the Court that the Parties are in agreement that some or all of the Parties, and non-
6 parties who may be subject to subpoena, possess or may possess information that is confidential
7 personal or business information, confidential financial information, proprietary information, trade
8 secrets or other confidential information that may be subject to discovery in the proceedings in this
9 matter but, if made available to the public generally, might adversely affect a party's competitive
10 position or business operations, this Court hereby orders that:

11 1. All documents produced or information disclosed and any other documents or records
12 designated as "confidential" by any of the Parties or by a non-party subjected to subpoena shall be
13 revealed only to: (1) the Parties; (2) the Parties' counsel of record in this action; (3) paralegals,
14 secretarial employees under counsel's direct supervision; (4) the Court and necessary Court staff;
15 (5) any court reporter personnel retained to transcribe the testimony or argument at a hearing, trial or
16 deposition in this action; (6) such persons employed to act as experts and consultants in these actions;
17 (7) witnesses; (8) members of the jury; (9) any person agreed upon by the parties to serve as a mediator
18 in this litigation; and (10) any employee, former employee, agent or independent contractor of any party
19 who is requested by counsel to assist in the defense or prosecution of this litigation, provided, however,
20 that disclosure of the Confidential Information to said individual is made only to the extent necessary for
21 the employee, former employee, agent or independent contractor to perform such assistance. The
22 information considered as "confidential" and disclosed only in accord with the terms of this paragraph
23 shall include, without limitation, any document or discovery response provided in the course of this
24 litigation that constitutes or contains confidential personal or business information, confidential financial
25 information, proprietary information, trade secrets, or any other information or documentation supplied
26 in response to discovery requests which, if disclosed, might adversely affect a party's competitive
27 position or business operations. Any document or information designated as "confidential" shall bear
28 the label or stamp "Subject to Protective Order."

2. A party may apply to the Court for a ruling that a confidential document (or category of documents) or other information is not entitled to such status and protection. The party or other person that designated the document or information as confidential shall be given notice of the application and an opportunity to respond. In any such instance, the burden of proving the propriety of the purported confidentiality shall be on the proponent of such confidentiality. Until the Court rules otherwise, the Parties shall continue to treat such documents or information as confidential.

3. Counsel for the Parties shall use all documents and information produced or disclosed solely for the purposes of discovery, motion practice, preparation for and trial of this action. Under no circumstances shall information or materials covered by this Protective Order be disclosed to anyone other than: (1) the Parties; (2) the Parties' counsel of record in this action; (3) paralegals, secretarial employees under counsel's direct supervision; (4) the Court and necessary Court staff; (5) any court reporter personnel retained to transcribe the testimony or argument at a hearing, trial or deposition in this action; (6) such persons employed to act as experts and consultants in these actions; (7) witnesses; (8) members of the jury; (9) any person agreed upon by the parties to serve as a mediator in this litigation; and (10) any employee, former employee, agent or independent contractor of any party who is requested by counsel to assist in the defense or prosecution of this litigation, provided, however, that disclosure of the Confidential Information to said individual is made only to the extent necessary for the employee, former employee, agent or independent contractor to perform such assistance. Within thirty (30) days of the final conclusion of the proceedings in these actions, whether by settlement, final judgment, or final exhaustion of all available appeals, all documents and information subject to this Order, including any copies or extracts or summaries thereof, or documents containing information taken therefrom, shall be returned to the disclosing party or destroyed, whichever the disclosing party chooses.

4. If counsel for the Parties determines that for purposes of this action, documents or information produced and designated as "confidential" must be revealed to a person employed to act as an expert in this action, then counsel may reveal the designated documents or information to such person, after first complying with the following:

1 (a) Counsel for the Parties shall have the expert read this Order and shall explain the
2 contents thereof to such expert.

3 (b) Counsel for the Parties shall require such expert to sign a copy of this protective
4 order that states: "I have read and understood the terms of this protective order. I
5 further agree to be bound by its terms." Nothing in this paragraph shall be
6 deemed to enlarge the right to conduct discovery of any of the Parties' experts,
7 except solely with respect to the ability of such expert to protect confidential
8 information and documents from re-disclosure.

9 5. Before documents designated "confidential" or the information contained therein may be
10 referred to in the course of depositions or to any appellate proceeding, or made exhibits to depositions
11 and to the extent that those present do not already fall within the scope of the categories of individuals
12 described in above, the deponent, all counsel, and other persons present at the deposition, or who review
13 the transcript thereof, shall be informed of and agree to comply with the terms of this Protective Order.

14 6. A party may designate as "confidential" testimony given during a deposition which, in
15 good faith, it deems confidential, provided that the portion of the transcript relating to such confidential
16 testimony shall be stamped confidential in accordance with the provisions of paragraph 1. A party may
17 designate as "confidential" any deposition testimony or deposition exhibits, by notice to the Parties,
18 within 30 days of the date that the deposition transcript is received by a party. All provisions of this
19 Protective Order shall apply to all deposition transcripts and/or testimony designated as "confidential."

20 7. Inadvertent Production of Privileged Information: If, at any time, a party discovers that it
21 produced information that it reasonably believes is subject to protection under the attorney/client, work-
22 product, or trial-preparation privileges, then it must promptly notify each Receiving Party of the claim
23 for protection, the basis for it, and amend its privilege log accordingly. Whenever possible, the
24 producing party must produce substitute information that redacts the information subject to the claimed
25 protection. The Receiving Party must thereupon promptly return, sequester, or destroy the information
26 and any copies it has; must not use or disclose the information until the claim is resolved; must take
27 reasonable steps to retrieve the information if the party disclosed before being notified; and may
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1 promptly present the information to the Court under seal for a determination of the claim. The
2 producing party must preserve the information until the claim is resolved.

3 8. This Order is subject to revocation and modification by Order of the Court upon written
4 stipulation of the Parties, or upon motion and reasonable notice, including opportunity for hearing and
5 presentation of evidence.

1 9. Nothing contained within this agreement shall be construed to bear upon the admissibility
2 of documents, confidential or otherwise, or restrict the use of said documents at trial. If such documents
3 are admitted, however, the Court shall take appropriate measures to protect their confidentiality.

4 **IT IS SO STIPULATED.**

5 DATED: April 26, 2017

Respectfully submitted,

6 SEYFARTH SHAW LLP

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8 By: /s/ Erin Dougherty Foley

Erin Dougherty Foley

Jennifer R. Nunez

Michael C. Mills

Attorneys for Defendant

Zurich American Insurance Company

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13 DATED: April 26, 2017

Respectfully submitted,

14 FREIMAN LAW

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16 By: /s/ Lawrence W. Freiman

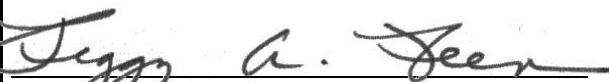
Lawrence W. Freiman

Michelle M. Jones

Attorneys for Plaintiff Theo Rofoli

18 Pursuant to LR IC 5-1, the filer attests that all other signatories listed, and on whose behalf this
19 filing is submitted, concur in the filing's content and have authorized the filing.
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23 **IT IS SO ORDERED:**

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Judge Peggy A. Leen

UNITED STATES MAGISTRATE JUDGE

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28 DATED: May 5, 2017